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620. It gives the trustee in bankruptcy power over property in the bankrupt's hands to which another has title by virtue of a private agreement with the bankrupt. *In re Hammond*, 26 Am. B. R. 336. Section 70a of the original act gives the trustee the bankrupt's title to rights of action arising upon contract. The amended section 47a however speaks of giving a lien, and it would be anomalous for the trustee to have a lien on claims to which he already has title. Nor is there any specific sum in a contract debtor's hands to which a lien could attach. On its face, therefore, the amendment could not be intended to apply to the principal case. The trustee in bankruptcy here had title to the claim, and if the materialman is to prevail, it must be on the ground that he had already acquired a valid lien under the state law, good against the trustee, although not completely perfected before bankruptcy. *Crane Co. v. Pneumatic Signal Co.*, 94 App. Div. (N. Y.) 53; *In re Huston*, 7 Am. B. R. 92. Cf. *In re Roeber*, 121 Fed. 449.

BANKS AND BANKING — COLLECTIONS — LIABILITY FOR NEGLIGENCE OF CORRESPONDENT BANK. — The A. Bank gave a note, of which it was the indorsee, to the B. Bank for collection, under an agreement that the latter should only be responsible for negligence in choosing its correspondents. The B. Bank forwarded to the C. Bank under a similar agreement. The C. Bank forwarded to the D. Bank, which in turn forwarded to the E. Bank, neither of these banks making any reservation as to liability. Through the negligence of the E. Bank in presenting the note for payment, the indorser was released. The maker of the note was insolvent. The A. Bank now sues the D. Bank. *Held*, that it can recover. *McBride v. Illinois National Bank*, 163 App. Div. (N. Y.) 417.

New York has adopted the view of many other American courts that in the absence of special agreement a depository bank is liable for the default or negligence of its correspondents. *National Revere Bank v. National Bank of Republic*, 172 N. Y. 102, 64 N. E. 799; *St. Nicholas Bank v. State National Bank*, 128 N. Y. 46, 27 N. E. 849. *Contra*, *Wilson v. Carlinville National Bank*, 187 Ill. 222, 58 N. E. 250. Under this rule, however, in a chain of collecting banks, only the depository bank is directly liable to the depositor for the acts of its correspondents, for the latter are regarded as the agents not of the depositor, but of the depository bank. *Montgomery County Bank v. Albany City Bank*, 7 N. Y. 459, 464. Nor will a special agreement protecting the depository bank, according to the first appeal of the principal case, thrust this direct liability upon all the subsequent banks. *McBride v. Illinois National Bank*, 138 App. Div. 339, 121 N. Y. Supp. 1041. See 23 HARV. L. REV. 639. This liability for the acts of the correspondent banks, the second appeal now adds, devolves upon the first bank in the chain which does not protect itself by special reservation. The theory appears to be that the agreement constitutes the depository bank, and each succeeding correspondent similarly protected, a mere agent to employ some other bank as collector. It seems a very forced construction, however, to hold that the reservation goes beyond relieving the depository bank from the rule of *respondeat superior*, and affects the liability of the correspondent banks. Nor can the reservation be construed to do more than release the depository bank from an implied warranty of its correspondents, if that be taken as the basis of its liability. Under the rule prevailing in many other jurisdictions only the ultimate correspondent bank would be liable anyway, and the special agreement protecting the depository bank would therefore be immaterial. *Farmer's Bank of Virginia v. Owen*, 5 Cranch C. C. 504.

BANKS AND BANKING — COLLECTIONS — NATURE OF LIABILITY OF DEPOSITORY BANK. — The plaintiff deposited at the defendant bank a check on